

REMARKS

Claims 1, 23, 56, 65, 72, 94, 127, and 136 have been amended. No claims have been canceled or added in this reply. Claims 1-142 are pending. The amendments to the claims as indicated herein do not add any new matter to this application.

CLAIM REJECTIONS—35 U.S.C. § 112, FIRST PARAGRAPH

Claims 1-142 were rejected under 35 U.S.C. § 112, first paragraph, as failing to comply, allegedly, with the written description requirement. Claims 1, 23, 56, 65, 72, 94, 127, and 136 were the only claims that the Office Action alleged to contain new matter that was not described in the application as filed. These claims have been amended. The amendments to the claims find support in the application as filed, as is evidenced by the discussion below.

As amended, Claim 1 recites, among other features, “receiving, over a network, from a **client computer that runs a browser program**, a first inquiry regarding licensing of a first set of software under a particular contract.” FIG. 1 shows client 106 that includes browser 150. Additionally, the detailed description discloses that “the client 106 may be a **computer running a standard browser program 150**” (page 9, lines 21-22).

Claim 1 also recites, among other features, “in response to receiving said first inquiry, accessing, at a management system that is **coupled to said client computer via said network and is embodied in a machine**, information pertaining to said particular contract, said information comprising a quota parameter, which specifies a quota of

resources that can be consumed under said particular contract.” FIG. 1 shows management system 102 coupled to network 104, which is coupled to client 106. The detailed description discloses that “management system 102 may be embodied in a single machine” (page 11, lines 10-11).

Claim 1 also recites, among other features, “sending license parameters from said management system over said network to a licensing host that (a) is coupled to said management system via said network, (b) communicates with said first set of software over said network, and (c) enforces said license parameters relative to said first set of software.” FIG. 1 shows licensing host 108 coupled to network 104, which is coupled to management system 102. FIG. 1 also shows LDM 140 contained within management system 102. The detailed description discloses that “the LDM 140 **sends** the license management software 152 to a licensing host 108” (page 19, lines 2-3). The detailed description further discloses that “**in addition to** the license management software 152, the LDM 140 **also sends** information pertaining to the particular license that the customer is deploying, which sets forth **all the parameters associated with the license**” (page 19, lines 6-8). Thus, LDM 140, and therefore management system 102, sends both license management software **and** license parameters to licensing host 108. The detailed description further discloses that “each time the **licensed software** 154 is run, **it establishes a connection with the license management software** 152. This connection is used to **request** authorization. If the authorization is **obtained**, then the licensed software 154 is allowed to continue running” (page 19, lines 15-17). FIG. 1 shows license management software 152 contained within licensing host 108. Thus, license

management software 152, and therefore licensing host 108, **communicates with** licensed software 154 (the “set of software”). The detailed description goes on to disclose that “in determining whether to grant authorization, the **license management software** 152 references the particular license **that was provided by the LDM** 140. If the terms of the license are met, then execution authorization is granted to the licensed software 154. Otherwise, authorization is withheld. The terms of the license are thus **enforced**” (page 19, line 19-23). Thus, license management software 152, and therefore licensing host 108, **enforces** license parameters relative to licensed software 154 (the “set of software”).

Therefore, the amended portions of Claim 1 clearly find support in the application as filed.

As amended, Claim 23 recites, among other features, “receiving, over a network, from a client computer that runs a browser program, at a management system that is coupled to said client computer via said network and is embodied in a machine, a first inquiry regarding licensing of a first set of software under a particular contract.” The discussion of Claim 1 above already shows that the application as filed supports the notions that management system 102 is coupled to client computer 106 via network 104, that client computer 106 runs a browser program, and that management system 102 may be embodied in a single machine.

Claim 23 also recites, among other features, “sending license parameters from said management system over said network to a licensing host that (a) is coupled to said management system via said network, (b) communicates with said first set of software

over said network, and (c) enforces said license parameters relative to said first set of software.” The discussion of Claim 1 above already shows that the application as filed supports the notions that management system 102 sends license parameters to licensing host 108, that management system 102 is coupled to licensing host 108 via network 104, that licensing host 108 communicates with licensed software 154, and that licensing host 108 enforces the license parameters relative to licensed software 154.

Therefore, the amended portions of Claim 23 clearly find support in the application as filed.

As amended, Claim 56 recites, among other features, “receiving, over a network, from a client computer that runs a browser program, at a management system is embodied in a machine that is coupled to said client computer via said network, an inquiry regarding licensing of a set of software under a particular contract.” The discussion of Claim 1 above already shows that the application as filed supports the notions that management system 102 is coupled to client computer 106 via network 104, that client computer 106 runs a browser program, and that management system 102 may be embodied in a single machine.

Claim 56 also recites, among other features, “sending license parameters from said management system over said network to a licensing host that (a) is embodied in a machine that is connected, via said network, to a machine in which said management system is embodied, (b) communicates with said first set of software over said network, and (c) enforces said license parameters relative to said first set of software.” The discussion of Claim 1 above already shows that the application as filed supports the

notions that management system 102 sends license parameters to licensing host 108, that management system 102 is coupled to licensing host 108 via network 104, that licensing host 108 communicates with licensed software 154, and that licensing host 108 enforces the license parameters relative to licensed software 154.

Therefore, the amended portions of Claim 56 clearly find support in the application as filed.

As amended, Claim 65 recites, among other features, “receiving, over a network, from a client computer that runs a browser program, at a management system is embodied in a machine that is coupled to said client computer via said network, a request to terminate a license on a set of software.” The discussion of Claim 1 above already shows that the application as filed supports the notions that management system 102 is coupled to client computer 106 via network 104, that client computer 106 runs a browser program, and that management system 102 may be embodied in a single machine.

Claim 65 also recites, among other features, “sending license parameters from said management system over said network to a licensing host that (a) is embodied in a machine that is connected, via said network, to a machine in which said management system is embodied, (b) communicates with said set of software over said network, and (c) enforces said license parameters relative to said set of software.” The discussion of Claim 1 above already shows that the application as filed supports the notions that management system 102 sends license parameters to licensing host 108, that management system 102 is coupled to licensing host 108 via network 104, that licensing host 108

communicates with licensed software 154, and that licensing host 108 enforces the license parameters relative to licensed software 154.

Therefore, the amended portions of Claim 65 clearly find support in the application as filed.

Applicants also note that although entities 106, 108, and 110 are all part of system 100 (as noted by the Office Action), entities 106, 108, and 110 clearly may be separate from management system 102. FIG. 1 clearly shows that entities 106, 108, and 110 are coupled to each other and to management system 102 via network 104. If entities 106, 108, and 110 and management system 102 were all embodied within the same machine, then there would be no need for these entities and management system 102 to be connected via network 104.

Claims 72, 94, 127, and 136 recite computer-readable media that comprise instructions for causing one or more processors to perform the methods of Claim 1, 23, 56, and 65, respectively. Therefore, the amended portions of Claims 72, 94, 127, and 136 clearly find support in the application as filed.

The claims do not contain any subject matter which was not described in the specification in such a way as to reasonably convey, to one skilled in the art, that the inventors had possession of the claimed inventions at the time that the application was filed. Applicants respectfully request that the rejections under 35 U.S.C. § 112, first paragraph, be withdrawn.

CLAIM REJECTIONS—35 U.S.C. § 102

Claims 1-17, 19, 22-49, 51, 55-64, 72-88, 90, 93-120, 122, and 126-135 were rejected under 35 U.S.C. § 102(e) as being anticipated, allegedly, by U.S. Patent Application Publication 2004/0133793 (“Ginter”). The rejections are traversed.

Among other features, Claim 1 requires that the license parameters be **sent over a network from the management system to a licensing host that is coupled to the management system via the network**. The cited portions of Ginter indicate that a “VDE content container” contains both content and certain control information related to the use of that content. The Office Action apparently analogizes this “control information” to the “license parameters” of Claim 1. However, the cited portions of Ginter do not disclose that any “management system,” which performs various operations as recited in Claim 1 (determining licensing amount, updating quota parameter) sends such “control information” over a network to any “licensing host” that is coupled to the management system via that network.

Claim 1 further requires that the “licensing host” **communicates over the network** with the set of software whose licensing the inquiry regards. The cited portions of Ginter do not disclose any “licensing host” that **communicates** with such a set of software over a network. The cited portions of Ginter indicate that a “VDE content container” contains both content and certain control information related to the use of that content (which the Office Action apparently analogizes to the “set of software” of Claim 1), but the cited portions of Ginter do **not** indicate that any “licensing host” that receives the control information **communicates** with the content over a network.

It is not clear from the Office Action or the cited portions of Ginter what, exactly, the Office Action is analogizing to the “management system” and “licensing host” of Claim 1. Despite Ginter’s general concern with protecting agreements with regard to content, Ginter apparently lacks entities that are analogous to, and have all of the recited characteristics of, the “management system” and “licensing host” of Claim 1. Applicants respectfully ask the Examiner to indicate, specifically, which entities in Ginter are supposed to be analogous to the “management system” and “licensing host” of Claim 1 (unless the Examiner decides not to apply Ginter in future rejections).

Similar to a step recited in Claim 1, Claim 23 recites, “sending license parameters from said management system over said network to a licensing host that (a) is coupled to said management system via said network, (b) communicates with said first set of software over said network, and (c) enforces said license parameters relative to said first set of software;” and Claim 56 recites, “sending license parameters from said management system over said network to a licensing host that (a) is embodied in a machine that is connected, via said network, to a machine in which said management system is embodied, (b) communicates with said first set of software over said network, and (c) enforces said license parameters relative to said first set of software.”

As is discussed above in relation to Claim 1, Ginter does not disclose that license parameters are **sent over a network from a management system to a licensing host that is coupled to the management system via the network**. Additionally, as is discussed above in relation to Claim 1, Ginter does not disclose that such a licensing host **communicates, over a network, with a set of software whose licensing the recited**

“inquiry” regards. Therefore, Ginter fails to disclose at least these aspects of Claims 1, 23, and 56. Consequently, Claims 1, 23, and 56 are patentable over Ginter under 35 U.S.C. § 102(e).

By virtue of their dependence from Claim 1, Claims 2-17, 19, and 22 inherit the features that are distinguished from Ginter above. By virtue of their dependence from Claim 23, Claims 24-49, 51, and 55 inherit the features that are distinguished from Ginter above. By virtue of their dependence from Claim 56, Claims 57-64 inherit the features that are distinguished from Ginter above. Therefore, Claims 2-17, 19, 22, 24-49, 51, 55, and 57-64 are also patentable over Ginter under 35 U.S.C. § 102(e).

Claims 72-88, 90, 93-120, 122, and 126-135 recite computer-readable media bearing instructions for performing the methods of Claims 1-17, 19, 22-49, 51, and 55-64, respectively. Therefore, Claims 72-88, 90, 93-120, 122, and 126-135 are also patentable over Ginter under 35 U.S.C. § 102(e).

CLAIM REJECTIONS—35 U.S.C. § 103

Claims 18, 20-21, 50, 52-54, 65-71, 89, 91-92, 121, 123-125 and 136-142 were rejected under 35 U.S.C. § 103(a) as being unpatentable, allegedly, over Ginter. The rejections are traversed.

Similar to a step recited in Claim 1, Claim 65 recites, “sending license parameters from said management system over said network to a licensing host that (a) is embodied in a machine that is connected, via said network, to a machine in which said management

system is embodied, (b) communicates with said set of software over said network, and (c) enforces said license parameters relative to said set of software.”

As is discussed above in relation to Claim 1, Ginter does not disclose that license parameters are **sent over a network from a management system to a licensing host that is coupled to the management system via the network**. Additionally, as is discussed above in relation to Claim 1, Ginter does not disclose that such a licensing host **communicates, over a network**, with a set of software whose licensing the recited “request” regards. Therefore, Ginter fails to disclose at least these aspects of Claim 65. Consequently, Claim 65 is patentable over Ginter under 35 U.S.C. § 103(a).

Claim 136 recites a computer-readable medium bearing instructions for performing the method of Claim 65. Therefore, Claim 136 is also patentable over Ginter under 35 U.S.C. § 103(a).

The remaining dependent claims depend from at least one of the independent claims discussed above. By virtue of their dependence, these claims inherit the features that are distinguished from Ginter above. Consequently, the remaining dependent claims are also patentable over Ginter under 35 U.S.C. §103(a).

CONCLUSION

The Applicants believe that all issues raised in the Office Action have been addressed and that allowance of the pending claims is appropriate. Therefore, the Applicants respectfully request that a timely Notice of Allowance be issued in this case.



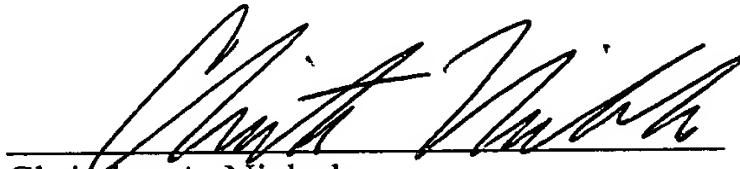
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The Examiner is invited to telephone the undersigned at (408) 414-1080 to discuss any issue that may advance prosecution.

To the extent necessary, the Applicants petition for an extension of time under 37 C.F.R. § 1.136. The Commissioner is authorized to charge any fee that may be due in connection with this Reply to our Deposit Account No. 50-1302.

Respectfully submitted,

HICKMAN PALERMO TRUONG & BECKER LLP



Christian A. Nicholes
Reg. No. 50,266

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2055 Gateway Place, Suite 550
San Jose, California 95110-1089
Telephone No.: (408) 414-1080 ext. 234
Facsimile No.: (408) 414-1076

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Annette Valdivia